

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
DORAL CONTEMPORARY ART MUSEUM (DORCAM)  
FOR  
DORAL CULTURAL ARTS CENTER OPENING ART EXHIBIT PROGRAM**

**THIS AGREEMENT** is made between **DORAL CONTEMPORARY ART MUSEUM (DORCAM)**, an active, nonprofit Florida Corporation, (hereinafter the “Consultant”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

**RECITALS**

**WHEREAS** the City of Doral (the “City”) desires to hire a firm to provide specialized curatorial and installation services for the Doral Cultural Arts Center opening art exhibit for the Parks & Recreation Department; and

**WHEREAS**, Doral Contemporary Art Museum (“Consultant”) has previously collaborated with the City on the outdoor exhibition of several sculptures from the renowned artist Manolo Valdes;

**WHEREAS** as part of the opening of the Doral Cultural Arts Center the City wishes to feature a collection of photographs taken of the outdoor sculpture exhibition; and

**WHEREAS** the Consultant has provided the City with a proposal that features the collection of photograph together with additional art pieces and curatorial services; and

**WHEREAS**, the City desires to engage the Consultant, and the firm desires to provide professional services as specified herein; and

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Consultant and the City agree as follows.

**1. Scope of Services/Deliverables.**

- 1.1 The Consultant shall furnish professional services to the City as set forth in the “Doral Cultural Arts Center Opening Program Proposal” (“Scope of Services”) found in **Exhibit “A”**, which is attached to this Agreement and incorporated herein and made part hereof by this reference
- 1.2 Consultant may provide additional services to the City as determined by the City Manager or his/her designee and that are related or arise from the Services and are mutually agreeable by both parties.

2. **Term/Commencement Date.**

2.1 This Agreement shall become effective upon execution by both parties and will remain in effect throughout the Exhibition which will last for three (3) weeks from exhibit start date and until deliverables stated in Exhibit A have been completed by the Consultant and accepted by the City or unless earlier terminated in accordance with Section 8 of this agreement.

3. **Compensation and Payment.**

3.1 As compensation for the Work, the City agrees to pay the Consultant a not to exceed amount of **SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$7,500.00)** regardless of the number of hours or length of time necessary for Consultant to complete the Scope of Services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services.

3.3 Consultant is to provide the City with an invoice upon completion of tasks.

3.4 The City shall pay Consultant in accordance with the Florida Prompt Payment Act.

3.5 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Sub-Consultants.**

4.1 The Consultant shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Scope of Services.

4.2 Any subcontractors used on the Scope of Services must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

5.1

5.2 Arrange for access to the Cultural Arts Center and make all provisions for Consultant to enter upon real property as required for Consultant to

perform services as may be requested in writing by the Consultant (if applicable).

6. **Consultant 's Responsibilities.**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a Consultant under similar circumstances. If at any time during the term of this Agreement, it is determined that the Consultant 's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the City Manager, the Consultant shall at Consultant s sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Consultant or Sub Consultant under this agreement.

7. **Conflict of Interest.**

7.1 **[Intentionally Left Blank]**

8. **Termination.**

8.1 The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Consultant without cause. Cause shall include but not be limited to a failure on the part of Consultant to: follow the reasonable Service directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach or five (5) days before the anticipated Service, whichever is less; and/or failure to abide by local, state, and federal laws and regulations in performance of the duties provided herein.

8.2 Upon receipt of the City's written notice of termination, Consultant shall stop providing any service and promptly arrange to remove the art collections in the building.

8.3 In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.3

9. **Insurance.**

9.1 The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by

**Exhibit “B”.** The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

9.2 The Consultant shall secure and maintain throughout the duration of this Exhibition insurance coverage of physical loss or damage for all of the artwork in the exhibition.

9.3 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days’ written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, gender identity or gender expression or national origin and agrees to abide by all Federal and State laws regarding nondiscrimination.

11. **Attorneys’ Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant 's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Consultant and third



For The Consultant : Marcelo Llobell  
Executive Director  
5775 NW 84<sup>th</sup> Ave.  
Doral, Florida 33166

14. **Governing Law.**

15.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

15. **Entire Agreement/Modification/Amendment.**

16.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

16.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

16.4 In addition to other contract requirements provided by law, Consultant shall comply with public records laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

16.5 The Consultant may also be subject to monthly audits by the City of Doral or their designee. The audit will specifically include a comprehensive review of the following:

- (a) Service quality, attentiveness, courteousness, etc.;

17. **No assignability.**

17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to

create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Representations and Warranties of Consultant .**

20.1 Consultant hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

- (a) Consultant , and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;
- (b) Consultant is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;
- (c) The execution, delivery and performance of this Agreement by Consultant has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Consultant in accordance with its terms; and
- (d) Consultant has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

21. **Compliance with Laws.**

21.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

21.2 The Consultant shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the City and the Consultant .

22. **Non-collusion.**

22.1 Consultant certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

23. **Truth in Negotiating Certificate.**

23.1 Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Consultant further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

24. **Waiver**

24.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

25. **Survival of Provisions**

25.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

26. **Prohibition of Contingency Fees.**

26.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

27. **Force Majeure.**

27.1 It is understood that performance of any act by the City or Consultant hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may

be necessary to meet City needs. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement

28. **Counterparts**

28.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

29. **Interpretation.**

29.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

29.2 Preparation of this Agreement has been a joint effort of the City and Consultant and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

30. **Discretion of City Manager.**

30.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

31. **Third Party Beneficiary**

31.1 Consultant and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

32. **No Estoppel**

32.1 Neither the City's review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Consultant's negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

33. **Release of Liability**

**33.1** The City shall not be liable for any injury to Consultant, their personnel, agents or employees or for any damage or loss of Artist's/Exhibitor's work, equipment or other personal property arising out of the above exhibitions/displays, the mounting and/or any other activities involved in the preparation and/or presentation of the exhibitions/displays. Consultant agrees to assume all risk of damage to or loss of the artwork from whatever cause. Consultant further agrees to release and to hold harmless the City, its officers, directors, employees, volunteers and agents from any and all liabilities and damages to art work and/or persons as a result of any part of Consultant's participation in the Exhibit.

**[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]**

**IN WITNESS WHEREOF**, the parties execute this Agreement on the respective dates under each signature:

Attest:

**CITY OF DORAL**



\_\_\_\_\_  
Connie Diaz, City Clerk



By: \_\_\_\_\_  
Hernan M. Organvidez, City Manager

9/26/2022

Date: \_\_\_\_\_

Approved As To Form and Legal Sufficiency for the Use  
And Reliance of the City of Doral Only:



\_\_\_\_\_  
Luis Figueredo, Esq.  
City Attorney



**Doral Contemporary Art Museum**

By: Marcelo Llobell

Its: Director

Date: Sept 14 2022

**Exhibit “A”**

**Scope of Services**



DORAL  
CONTEMPORARY  
ART MUSEUM

## Doral Cultural Arts Center Opening Program Proposal

The Doral Contemporary Art Museum is pleased to partner with the **City of Doral** to bring a high-level Cultural Program for the opening of the **Doral Cultural Arts Center**. We are proposing a program that will be enriching and enjoyable for everyone in the City of Doral, and that would reflect our diverse demography.

The proposed program consists of:

- 1 Exhibition in the main gallery: **Miquel Salom's Fulgor, Photography Exhibition**. Showing a collection of 20 Wet Plate Collodion Photographs taken in the City of Doral during the **Manolo Valdés, The Legacy** exhibition. This has been the largest to-date outdoor sculpture exhibition of the renowned Art Master, and one of the largest exhibitions of its type in South Florida.
- 1 Exhibition on adjacent gallery: **Celia Ledon's Fashion Sculptural Pieces**. A conjugation of fashion, design and art, also inspired by the work of Manolo Valdés. Showing a collection of 6 sculptural pieces.
- Live performance of 6 Celia Ledon additional pieces. Six live models will walk around the galleries wearing the sculptural pieces. Three twenty-min appearances will happen in a period of two hours.
- Live contemporary dance performance by local ensemble. Consisting of 6 to 12 performers, two live appearances of 5 minutes each in a period of two hours.
- Premier projection of two short video documentaries of 5 mins each about Doral's Cultural Scene and Miquel Salom's making of his wet plate collodion photographs in Doral.
- Presentation of the book **Manolo Valdés, The Legacy**, about the 2020 exhibition in the City of Doral.

Services provided by the Doral Contemporary Art Museum will include: Curatorial services, transportation of art pieces, installation and de-installation, design, printing and installation of exhibition text and program promotional materials, coordination of overall program. Not included: Music and additional lights.

**Service Fee:** \$7,500.

**Exhibit “B”**

**Insurance Requirements**

